processed mechanically. Due to the additional time required for manual processing of the new connect order, customers experience disconnection of their service until the manually-handled portion of the order is finally provisioned by BellSouth.

130. BellSouth's manual processing affects most of AT&T's submissions over the EDI interface, since many of AT&T's current orders are migration orders. AT&T has requested that BellSouth immediately take corrective action to ensure that this problem will not recur,[86] but to my knowledge, BellSouth has not yet taken such action. In view of BellSouth's low overall flow-through rate, however, there is no assurance that the manual processing problem will be eliminated even if the LESOG programs enter correct field identifiers on migration installation orders.

131. **(iii): Orders for Complex Services.** Mr. Stacy acknowledges that complex services requiring account team handling, such as MultiServ service, are not handled for CLECs by Phase I EDI, but asserts that all such orders are also handled manually by BellSouth, whether for BellSouth or for the CLECs. Stacy OSS Aff., ¶¶ 62-65. Mr. Stacy, however, has obfuscated the issue by confusing the pre-ordering process with the ordering process.[87] The

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[86] See letter from Beverly Simmons (AT&T) to Melvin Porter (BellSouth), dated October 17, 1997 (Attachment 65 hereto). Although BellSouth asserts that it was unaware of the errors by LESOG's programs until it was advised by AT&T in September, LESOG has been in operation since at least April. Further, the incident calls into question BellSouth's claim that it has adequately tested its systems.

[87] In addition, Mr. Stacy's assertion that four complex services can be ordered through the EDI interface is misleading. See Stacy OSS Aff., ¶ 60. Because Phase II EDI has not been

BellSouth "manual" activities described by Mr. Stacy essentially involve the process of designing the service and obtaining the customer's approval of the BellSouth proposal for provision of the service. While BellSouth may manually gather pre-ordering information for complex services, once the customer approves the BellSouth proposal, the BellSouth representative inputs the order directly and electronically into BellSouth's systems. Id., ¶ 64.

132. By contrast, at no stage can a CLEC enter a complex order into its own systems and have it be electronically transmitted to, and processed by, BellSouth. BellSouth's process requires that CLEC customers' requests for complex services be handled by BellSouth, although BellSouth has never advised AT&T of the procedure for submitting such orders.[88] The CLEC orders are typed by BellSouth's representative into BellSouth's systems. BellSouth does not supply these orders to the CLEC; a CLEC has access only to such data in the order that might also appear in the FOC and the CSR, neither of which would supply all of the information in the order. Even if a CLEC had access to all of the ordering data, the order as reconstructed by the

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implemented for the "mainframe" EDI used by AT&T, these services are only available (if at all) though PC EDI.

[88] Mr. Stacy's assertion that CLECs could "fund the cost of complex service mechanization through a bona fide request for additional functionality" (Stacy OSS Aff., ¶ 63), overlooks that this is not parity. Likewise, his claim that no CLEC has approached BellSouth about mechanizing the processes for ordering complex services is disingenuous. See Stacy OSS Aff., ¶ 62. BellSouth has insisted that the current process for ordering these services be followed. AT&T and BellSouth initiated a series of meetings beginning in June 1996 to explore the process for ordering complex services and how it might be mechanized. Despite these meetings, and despite requests by AT&T, BellSouth has not provided the data that is needed for mechanized ordering by AT&T.

CLEC would not actually be submitted to BellSouth, and therefore would not be subject to the same edit checks that are made in BellSouth's own systems (and that are made when a CLEC itself originates an order and sends it via the interface to BellSouth).

133. Second, as noted above, CLECs using Phase I EDI are not able to order all of the services that BellSouth now orders electronically to support its retail operations, but are limited to ordering business and residential POTS (including vertical features), PBX trunks, and DID trunks. Not only is Phase II EDI currently unavailable; even when it is fully implemented, Phase II will not provide ordering capabilities for Centrex-like services, ISDN services, MultiServ,"complex" services, and private line services other than Synchronet. Attachment 27 is a list of the services that could not be ordered via Phase I and II EDI combined.

134. Mr. Stacy suggests that the services that cannot be ordered electronically via the EDI interface are not commercially significant, because the services that would be available under EDI constitute approximately 90 percent of BellSouth's consumer and small business retail revenues (Stacy OSS Aff., ¶ 67), or approximately 80 percent of BellSouth's total basic local services operating revenues. Stacy S.C. OSS Aff., ¶ 58. Even if true, the remaining revenues are significant, both on a regionwide and statewide basis. Based on BellSouth's ARMIS reports, the services that cannot be ordered even through Phase II EDI accounted for approximately $1.6 billion in the BellSouth region, and $169 million in Louisiana alone, in 1997. The inability to order hundreds of millions of dollars of services via EDI can hardly be called

"insignificant."[89]

135. Third, Phase I EDI does not provide real-time or even near real-time capability. BellSouth's Ordering Guides provide that new entrants can reach BellSouth's EDI interface by sending messages through one of three delivery methods: (1) one or more Value Added Network ("VAN") providers; (2) dial up port; or (3) private line connection using Connect:direct software. All three delivery methods involve a batch process, whereby the orders are held in a "mail box" until BellSouth checks its mail. As a practical matter, this means that BellSouth will not process a new entrant's EDI order for up to 30 minutes after the new entrant has transmitted that order to BellSouth. See Stacy OSS Aff., ¶ 69. During this delay, due dates requested by the CLEC may become unavailable, resulting in customer dissatisfaction as well as delay in the actual provision of service to the customer.

136. The use of batch processing for CLEC EDI orders is plainly a denial of parity, since BellSouth begins to process its own orders immediately, i.e., in real time, once the BellSouth agent transmits the order to the appropriate BellSouth ordering system. In its Interconnection Agreement with AT&T, BellSouth agreed to provide a different delivery method

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[89] These revenue figures are limited to customers who use the services only for local exchange service. The revenues attributable to the services that cannot be ordered via the EDI interface are even greater in the context of customers who wish to use those services for both local service and long-distance service. In that combined context, based on data in the ARMIS reports filed by BellSouth, I estimate that those services would have generated $5.8 billion for the entire BellSouth region, and at least $557 million in Louisiana alone, in 1997. By failing to enable CLECs to order these services via EDI, BellSouth has made itself the only efficient provider of local service plus long distance to businesses which purchase complex services.

(a dedicated T1 private line facility using TCP/IP software) that reduces the delivery time sufficiently to be considered "near real-time." Interconnection Agreement, Att. 15, § 5.1.4. However, that facility is not yet in place, despite AT&T's requests, because BellSouth has not purchased the software needed to allow its EDI gateway to interface with the TCP/IP protocol and operate on an event-driven basis. Without this faster delivery method (which uses off-the-shelf standards-based solutions), BellSouth's EDI interface cannot provide new entrants with nondiscriminatory access to BellSouth's OSS. Mr. Stacy's attempt to portray its discriminatory processing intervals as the product of a "joint development effort with AT&T" (Stacy S.C. Reply Aff., ¶ 58), is grossly misleading and ignores the history of AT&T's efforts to obtain timely processing of its orders.

137. Mr. Stacy's argument that the batch process "can be adjusted by BellSouth to much shorter intervals" is unpersuasive. Stacy OSS Aff., ¶ 69. There is no reason why BellSouth cannot adjust its systems to provide near real-time receipt and delivery in all circumstances. Moreover, even if users of PC EDI can send their orders immediately, the orders will still be delivered through a batch process and subject to a wait as long as 30 minutes. Id.

138. Fourth, the FOCs and completion notices ("CNs") that BellSouth sends to CLECs via the EDI interface do not carry the same level of detail as BellSouth's internal functional equivalents. As in the case of LENS, the CLEC using the EDI interface cannot view the service order as it appears on BellSouth's system. Because the order may have been modified by BellSouth after it was received from the CLEC, the CLEC representative has no way of

knowing what services BellSouth actually installed for the CLEC's customer -- thus preventing the CLEC from ensuring that its customer receives the services that it requested at the time of installation. The CLEC instead is relegated to correcting problems after the service has been installed (and may learn of the problem only when the customer complains).

139. Mr. Stacy claims that BellSouth's FOCs and CNs are not "barebones" and that they "return the class [e.g., business or residential] and type of service [e.g., flat or measured] to the CLEC." Stacy S.C. Reply Aff., ¶ 57. But what a CLEC wants to know is whether the specific services and features ordered by the customer were provisioned. This important information is not contained in BellSouth's FOCs and CNs.

140. Mr. Stacy's assertion that "BellSouth does not provide FOCs or Completion Notices to itself as it does to the CLECs" also misses the point. See Stacy OSS Aff., ¶ 76. BellSouth representatives know that when they release an order into BellSouth's systems (meaning that the order has survived all system edits), that order has been accepted. After that, BellSouth's representatives have full and immediate access to the order as it appears on BellSouth's systems and to information regarding the status of the order and the specific services that were ordered and installed. In short, the Phase I and Phase II EDI interface continues to deny new entrants the information necessary to provide the same level of customer service assurance as BellSouth provides to itself.[90]

[90] This Commission has stated that "[e]quivalent access, as required by the Act and our rules, must be construed broadly to include comparisons of analogous functions between competing

b. LENS

141. Mr. Stacy's testimony regarding the reliance of BellSouth on LENS as an ordering/provisioning interface in this proceeding is inconsistent. At one point in his testimony, Mr. Stacy indicates that BellSouth is not relying upon LENS to satisfy its obligations to provide nondiscriminatory access for ordering and provisioning.[91] That is, in fact, the position that BellSouth's OSS witness has taken in recent state § 271 proceedings.[92] At other points in his testimony, however, Mr. Stacy cites LENS as an interface that CLECs may use for ordering both resale and UNEs, suggesting that BellSouth is relying on LENS in support of its application. Stacy OSS Aff., ¶¶ 57-58, 67. He also cites the capacity of LENS in support of his argument that BellSouth's ordering systems have sufficient ordering capacity to meet BellSouth's OSS obligations. Id., ¶¶ 120, 122, 126.

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carriers and the BOC, even if the actual mechanism used to perform the function is different for competing carriers than for the BOC's retail operations." Ameritech Michigan Order ¶ 139 (emphasis added).

[91] See Stacy OSS Aff., ¶ 46 ("The primary function of LENS is pre-ordering. Non-discriminatory access for ordering is supplied by the industry-standard Electronic Data Interchange (EDI) and Exchange Access Control and Tracking (EXACT) interfaces") (emphasis in original).

[92] See, e.g., Attachment 28, Deposition of Gloria Calhoun taken on August 22-23, 1997, in Docket No. 960786-TL, In re: Consideration of BellSouth Telecommunications, Inc.'s Entry into interLATA services pursuant to Section 271 of the Federal Telecommunications Act of 1996, Volume 2 (p. 160) and Volume 3 (pp. 214-215). Despite BellSouth's profession of non-reliance on LENS (except for pre-ordering) for purposes of its application, the SGAT's discussion of ordering and provisioning procedures for resellers refers to the BellSouth Resale Ordering Guide -- which includes both EDI and the "WEB Server" (i.e., LENS) as ordering and provisioning interfaces. See SGAT, p. 22; Resale Ordering Guide, Tab 14.

142. Regardless of the degree of BellSouth's reliance on LENS as an ordering and provisioning interface, LENS plainly cannot satisfy BellSouth's OSS obligations. Indeed, LENS has numerous deficiencies that preclude it from providing parity of access in the ordering and provisioning context. Those deficiencies are set forth in Attachment 19 to my affidavit. Mr. Stacy even acknowledges that LENS does not have the capabilities of the EDI interface -- which itself cannot satisfy BellSouth's OSS obligations. See id., ¶¶ 46, 57.

3. Maintenance and Repair

143. A nondiscriminatory interface for maintenance and repair would permit AT&T to support its customers in identifying, reporting, and testing troubles, and to resolve them with the same speed and effectiveness as BellSouth does for its own retail customers. The interface also would provide status and completion information regarding the restoration of services. The interfaces BellSouth currently makes available to CLECs, however, do not meet these requirements.

144. As in the case of pre-ordering and ordering, the SGAT provides no information regarding the electronic maintenance and repair interfaces that BellSouth will provide to new entrants. The SGAT simply states:

> Service Trouble Reporting. Service trouble reporting allows CLECs to report and monitor service troubles. BellSouth provides CLECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides CLECs the same ability to report and monitor service troubles that BellSouth provides to itself.

SGAT, p. 7. BellSouth thus fails to identify even the interfaces that it offers CLECs for maintenance and repair, much less any information on how BellSouth proposes to provide nondiscriminatory access to the maintenance and repair functions of its OSS.

145. Mr. Stacy suggests that BellSouth provides two interfaces for maintenance and repair: BellSouth's Trouble Analysis and Facilitation Interface ("TAFI") and the T1M1 industry standard electronic bonding interface ("T1M1 EBI") currently used by interexchange carriers for access services. Stacy OSS Aff., ¶ 82. As BellSouth is currently offering them, however, neither of these interfaces offers nondiscriminatory access.

146. AT&T would prefer to use an electronic bonding interface, because it has the potential of offering fully electronic processing of maintenance and repair transactions. BellSouth previously committed to provide AT&T with an electronic EBI interface for service readiness testing by mid-November 1997.[93] The controlled introduction of this interface is now set for December 1, 1997, by mutual agreement of the parties. The T1M1 EBI interface that BellSouth currently provides, however, is not capable of providing nondiscriminatory access to resellers, as reflected by the fact that it is currently only used by interexchange carriers for access services.

147. As Mr. Stacy acknowledges, this currently-offered T1M1 version of the EBI interface has "limited functionality" for CLECs. It is intended to enable CLECs to report

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[93] See letter from Terrie Hudson (BellSouth) to Pamela Nelson (AT&T), dated May 14, 1997 (Attachment 29 hereto).

troubles only for designed (circuit ID based) services, such as resold complex private line services. Stacy OSS Aff., ¶¶ 82, 95.

148. The currently-offered T1M1 EBI interface is also incapable of providing nondiscriminatory access because it does not provide electronic flow-through to BellSouth's legacy systems. Since that interface is coded only for circuits purchased from the access tariff, any local orders sent via the T1M1 EBI will fall out for manual processing by BellSouth.

149. Similarly, TAFI does not provide nondiscriminatory access. Although Mr. Stacy states that TAFI is used to handle trouble reporting "for non-designed (i.e., telephone number based) services," in fact, TAFI functionality is available only for basic exchange service, often referred to as POTS (plain old telephone service). Stacy OSS Aff., ¶ 83. Thus, any order submitted by a CLEC via TAFI for a service other than POTS would drop out of BellSouth's system for manual processing. As a practical matter, a reseller who requires maintenance and repair for any service other than POTS must submit a request to BellSouth by telephone. By contrast, BellSouth can submit repair orders and obtain status electronically for all of its customers' maintenance needs.

150. Even with respect to POTS, TAFI does not provide nondiscriminatory access because, like LENS, TAFI does not permit the CLEC's systems to be connected electronically to BellSouth's OSS. See Stacy OSS Aff., ¶ 88 (describing TAFI as a "human-to-machine interface"). It simply displays presentation screens. Thus, the new entrant's repair representative will be required to input the same information from TAFI into the CLEC's own

systems to update repair records, customer service records, and billing records. BellSouth's representatives, on the other hand, are not required to input data manually into two different systems.

151. TAFI fails to provide parity in other respects. First, TAFI is a proprietary system, not an industry standard -- and therefore can be changed by BellSouth unilaterally at any time. Although AT&T has requested BellSouth to provide TAFI functionality through the EBI interface (using industry standard protocols and message sets), BellSouth has refused. BellSouth's belated rationalization that the industry standard "addresses only functions such as electronically opening a trouble ticket or obtaining status information" is incorrect. Stacy OSS Aff., ¶ 98. In fact, the industry standard covers much more.[94]

152. Second, TAFI, like the currently-offered T1M1 EBI, does not give new entrants the capability to submit and receive status on a significant portion of trouble reports. This prevents CLECs from providing status information to customers in real time -- unlike BellSouth,

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[94] Contrary to Mr. Stacy's assertion, the "industry standard" maintenance and repair interface that BellSouth is scheduled to implement in November 1997 for AT&T is not "inferior" to TAFI. Stacy OSS Aff., ¶ 82. As shown in Attachment 30 hereto, AT&T believes that, under the specifications agreed to by BellSouth and AT&T, the interface required under the Interconnection Agreement will have the same capability and functionality as TAFI, including the ability to repair customer features while the customer is on the line. In fact, in addition to its ability to integrate BellSouth's OSS with AT&T's systems, the new interface will have certain capabilities that TAFI does not have, including the ability to support special circuits and electronically report regulatory metrics to regulatory commissions.

which can receive status electronically for all of its trouble reports.[95]

153. The numerous defects of BellSouth's current interfaces for maintenance and repair make it impossible for a CLEC to have nondiscriminatory access.[96] In fact, AT&T recently decided not to utilize the TAFI interface because, in view of the forthcoming implementation of the permanent maintenance and repair interface promised for late 1997, the substantial costs that would be required to adjust AT&T's systems to TAFI could not be justified.[97] Instead, AT&T will have to submit trouble reports by facsimile or telephone during the interim period -- again leaving AT&T at a competitive disadvantage.

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[95] Mr. Stacy's assertion that CLECs can use TAFI to check on the status of trouble reports for complex services is incorrect. See Stacy OSS Aff., ¶ 92. Any request for the status of such a report will fall out of TAFI for manual processing.

[96] The interim interfaces for maintenance and repair set forth in the Interconnection Agreement also do not provide AT&T with the same maintenance and repair capabilities as BellSouth provides to itself through its OSS. The Agreement provides that the interim interfaces include: (1) "telephonic exchanges between AT&T and BellSouth maintenance and repair work center personnel"; and (2) the use of TAFI for POTS, "when available." Interconnection Agreement, Att. 15, § 4.4. Thus, the Agreement provides only for the use of TAFI, with the many deficiencies that I have described, and allows AT&T access to TAFI only "when available" -- a matter totally within BellSouth's discretion. For services other than POTS, AT&T is required to submit orders and obtain status by telephone -- unlike BellSouth, which can perform these tasks electronically. Although AT&T considered these "interfaces" to be patently deficient and discriminatory, they were the only interfaces that BellSouth was willing to provide under the Agreement.

[97] I understand that MCI and ACSI have also decided not to use TAFI, for similar reasons. See, e.g., Declaration of Samuel L. King submitted on behalf of MCI on October 20, 1997 in CC Docket No. 97-208, ¶¶ 203, 206.

4. BellSouth Has Not Established That The Access To Be Provided To CLECs By The Interfaces That It Is Required To Implement In December 1997 and Early 1998 Will Be Nondiscriminatory.

154. In contrast to the patently inadequate interfaces currently offered by BellSouth, the interfaces that BellSouth is required to implement under the Interconnection Agreement have the theoretical potential -- if they are implemented as the Agreement requires -- to provide parity of access. See ¶ 8 & fn. 6, ¶¶ 104-105, supra. Although AT&T hopes that these interfaces will provide such parity, at this stage it is premature to conclude that such will be the case. As Mr. Pfau describes in his affidavit, BellSouth has not even established the performance measurements that are critical to make a meaningful determination of whether parity exists. Moreover, the recent unilateral decision by BellSouth to restrict the functionality that will be available through the permanent pre-ordering interface makes it unlikely that the permanent interfaces, as they are actually implemented, will provide such parity.[98]

155. In any event, even leaving aside defects of BellSouth's proposed "permanent" pre-ordering interface, the "permanent" interfaces are still in development and are not yet in production. The parties have been engaged in step-by-step testing of the permanent

[98] The Joint Implementation Agreement regarding the pre-ordering interface was negotiated and signed by the parties before BellSouth advised AT&T that it would not abide by the agreed-to specifications regarding access to DSAP, access to telephone numbers, and the ability of AT&T to receive CSR information from BellSouth in such a way as to be able to use it to populate AT&T systems and databases.

pre-ordering interface over the past few months.[99] The parties commenced end-to-end testing on November 19, 1997, and are scheduled to begin operational readiness testing on December 15, 1997. The final stage of the testing process (the Beta Trial, with AT&T in Beta and BellSouth in production) is scheduled to begin January 2, 1998.[100] Mr. Stacy claims that several steps in the testing of the pre-ordering interface were delayed, purportedly because "AT&T was not ready." See Exhibit WNS-21. Mr. Stacy apparently overlooks the delays caused by BellSouth (for example the lengthy delay in the soak-and-load testing due to BellSouth equipment problems), but in any event these delays have not altered the implementation schedule.

156. The permanent ordering and provisioning interfaces also are only in the developmental stage. The parties have not yet reached Agreement on a JIA for these interfaces. No testing of the interfaces has been conducted, no project plan has been developed, and agreement on technical specifications was reached only on November 20, 1997. Indeed, the failure to reach agreement on specifications until now has required postponement of the implementation date for the interface until March 16, 1998.

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[99] The steps of the test are: (1) OSI Stack Conformance Testing; (2) Network-to-Network Testing; (3) Stack-to-Stack Testing; (4) EDI Mapping Testing; (5) Pre-Order Application Conformance Testing; (6) End-to-End Testing; (7) Soak and Load Testing; (8) End-to-End Testing; (9) Network Validation Testing; (10) Operational Readiness Testing; and (11) Beta Trial. See also Stacy OSS Aff., Exh. WNS-21.

[100] See Stacy OSS Aff., Exh. WNS-21. Attachment 31 hereto depicts the relationship between these tests and the supplier's (BellSouth's) and customer's (AT&T's) gateways, operations support centers, and work centers, and the interconnecting network.

157. From the time that BellSouth committed itself to the scheduled December 31, 1997 implementation date for the permanent EDI ordering and provisioning interface, AT&T pressed BellSouth to commence negotiations for the purpose of reaching agreement on the final technical specifications for that interface. Prompt agreement on these specifications was essential in order to adhere to the December 31 date, because it would take both sides several months following such agreement to complete the software development necessary for implementation.. Thus, on August 22, 1997, AT&T advised the Georgia PSC that it was "critical that AT&T and BellSouth mutually agree to the requirements and specifications by September 15, 1997, in order to not jeopardize the December 15, 1997 [EDI] Issue 7 deployment date." [101]

158. BellSouth, however, repeatedly failed to honor requests by AT&T to meet with AT&T on the final EDI technical specifications. After numerous requests by AT&T, BellSouth finally met with AT&T on September 4 and 15, 1997, to identify EDI Version 7.0 requirement definition gaps and finalize the deployment milestones for the permanent ordering interface. At the September 4 meeting, AT&T proposed a detailed set of milestones necessary to gain mutual agreements and specifications (including EDI mapping), requested that an EDI Version 7.0 joint project plan be developed by the end of September, and distributed AT&T's gap analysis to be used during the negotiations. However, at both meetings, BellSouth admitted that it did not have the appropriate resources present to complete effectively the goals and objectives

[101] See "AT&T Monthly Surveillance Report -- Operational Support Systems (OSS) Interfaces," filed August 22, 1997, in Ga. PSC Docket 6801-U (Attachment 50 hereto).

of the meetings.

159. Because of the lack of real progress at the September 15, 1997 meeting, AT&T sent BellSouth a list of questions in the hope of expediting negotiations. On September 25, 1997, BellSouth provided its responses to these questions. In response to AT&T's request for a description of the target dates for EDI Issue 7, BellSouth stated that its "milestone" for availability of final EDI technical specifications to CLECs was November 21, 1997.[102]

160. If, as BellSouth projected, agreement on the final technical specifications could not be reached until November 21, 1997, implementation of the EDI Issue 7 interface could not be achieved by December 31. Although AT&T would have preferred to proceed with the December 31 implementation date, the lack of specifications and resources from BellSouth made that date unattainable. BellSouth's projection left AT&T no choice but to propose a later implementation date that realistically reflected the time needed to complete development after negotiations ended. Accordingly, AT&T developed a comprehensive ordering upgrade plan which proposed March 16, 1998 as the Service Readiness Testing date for the EDI Issue 7 interface. The March 16 date was based upon BellSouth's estimate of November 21 as the date of completion for negotiations of the final specifications, and on the estimated time that would be needed after November 21 to build to the EDI Issue 7 interface.

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[102] "BellSouth & AT&T TCIF Issue 7 -- Concerns from 9/15 and 9/18 Meetings," BellSouth responses dated September 25, 1997, p. 2 (Attachment 36 hereto). In fact, AT&T and BellSouth did not reach agreement on the final technical specifications until November 20, 1997 -- only one day prior to the date projected by BellSouth on September 25.

161. On October 9, 1997, AT&T and BellSouth again met to discuss the scope and deployment timeline for the implementation of EDI Issue 7. AT&T requested BellSouth's commitment to the comprehensive ordering upgrade plan, including the proposed timetable, by October 17, 1997. On October 17, 1997, BellSouth committed to respond to AT&T on October 21, 1997. On October 21, 1997, BellSouth provided verbal status on its evaluation.

162. On October 24, 1997, BellSouth finally advised AT&T in writing that it "agree[d] to the concept of a project plan that will target a March 16, 1998 SRT/production date" subject to certain "caveats."[103] However, BellSouth's only commitment to critical inputs into this process such as final specifications was that it would assist, "resources permitting." BellSouth also stated that it would not meet AT&T's requested March 16, 1998 implementation date for improvements of directory listings edits, and did not provide a committed date by which it would provide its proposed directory listing solution. Although the negotiations on the technical specifications for the permanent EDI interface concluded on November 20, some"non-show stoppers" still remain.

163. Finally, as previously indicated, BellSouth had promised to use its best efforts to provide permanent maintenance and repair interfaces for service readiness testing by

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[103] See Memorandum from Jan Burriss (BellSouth) to Jim Carroll and Pam Nelson (AT&T), dated October 24, 1997 (Attachment 39 hereto).

November 15, 1997.[104] The controlled introduction of this interface is now scheduled for December 1, 1997.

164. In short, none of the permanent interfaces are fully tested and implemented. Until this occurs, neither the parties nor the Commission are in a position to determine whether the permanent interfaces will satisfy BellSouth's OSS obligations.

B. BellSouth Has Not Provided CLECs With the Assistance Necessary For Proper Implementation and Use of Its Interfaces.

165. Under the Ameritech decision, BellSouth can meet its OSS obligations only if it is "adequately assisting competing carriers to understand how to implement and use all of the OSS functions available to them." Ameritech Michigan Order, ¶ 136. BellSouth has not provided such assistance. Although BellSouth contends that it has "provided CLECs with all information (such as user guides and ordering codes) necessary to enable quick processing of CLEC requests, as well as the training they may need to use BellSouth's systems effectively," that is not the case. BellSouth Br., p. 26. In reality, BellSouth has not provided CLECs with the business rules or the training that CLECs need for proper implementation and use of the OSS functions.

1. BellSouth Has Failed To Provide the Necessary Business Rules To CLECs.

166. "Business rules define valid relationships in the creation and processing of orders, as well as numerous other interactions." Ameritech Michigan Order, ¶ 137 n.335.

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[104] Stacy OSS Aff., ¶¶ 82, 97; letter from Terrie Hudson (BellSouth) to Pamela Nelson (AT&T), dated May 14, 1997 (Attachment 29 hereto).

Knowledge of these rules -- which are not reflected in the specifications that BellSouth has made available to CLECs and are unknown to CLECs unless they are otherwise shared by BellSouth -- is nevertheless essential to their ability to place orders through the OSS efficiently and successfully. If an AT&T order violates a format business rule, it is likely to be rejected by BellSouth's systems. If an AT&T order violates two such rules, it is likely to be rejected twice, because when BellSouth's system rejects an order, it only specifies the first error that it finds. By contrast, BellSouth's service representatives have editing checks available in the system that alert them to violations of business rules before they submit orders.

167. Because of the importance of business rules, the Commission has expressly made provision of these rules a part of the BOC's OSS obligations under the competitive checklist. Id., ¶ 137. AT&T, in fact, has requested from BellSouth for more than 18 months to provide AT&T with the business rules that must be followed to ensure the successful flow-through of orders in the BellSouth systems.

168. However, despite the obvious need for these business rules and despite its agreement to provide such rules, BellSouth has complied neither with the Commission's requirement nor its own promises. BellSouth has not provided AT&T with all of the business rules, including the editing and data formatting rules for its systems, that are critical to successful processing of an order. BellSouth also has not provided the business rules of its publishing affiliate, BAPCO, without which AT&T has no assurance that its customers will be published in the BellSouth directory listings even if the service order flows through BellSouth's legacy systems.

In addition, many of the business rules as set forth in BellSouth's publications or systems are erroneous and inconsistent. Finally, it appears that for many matters BellSouth has established no business rules at all.

a. Business Rules Regarding Errors That Prevent Flow-Through of Orders

169. Orders that CLECs submit to BellSouth first undergo edit and data formatting checks by its Local Exchange Order ("LEO") system. If the order passes these checks, LEO will pass the order on to LESOG (the Local Exchange Service Order Generator), which formats the order into BellSouth service order record formats that can be handled by the legacy systems. LESOG will then input the order into the BellSouth Service Order Control System ("SOCS"), where its Service Order Error Routine ("SOER") system will screen the order for other errors that would preclude routing of the order to the legacy systems. See also Stacy OSS Aff., ¶ 66.

170. Thus, before it can even begin its journey through the BellSouth legacy systems, an order must pass the checks of LEO, LESOG, and SOER. If it fails the checks at any of these points, it will fall out of the system for manual processing or will be rejected altogether. In either case, the processing of the order will be delayed.

171. Given the checks made by BellSouth's systems, it is essential that a CLEC know the BellSouth business rules that describe the errors that will stop the processing of an order by LEO, LESOG, and SOER. BellSouth, however, has not provided all such rules to

AT&T, causing the rejection of a significant percentage of AT&T orders by BellSouth's OSS for lack of compliance with these rules.

172. BellSouth agreed to provide business rules in 1996, pursuant to AT&T's request. AT&T and BellSouth then entered into a series of meetings in mid-1996 which over time came to be referred to as "Eye Chart and Process" meetings. Using the Phase I EDI specification as a framework, BellSouth's representatives, using a question-and-answer format, supposedly provided the business rules and edits that applied to each ordering field for each type of service and type of order that could be submitted via EDI.

173. AT&T used the results of these meetings to build edits in its own ordering systems to be used when placing orders with BellSouth. Over time, however, as numerous AT&T orders were rejected by BellSouth's system, it became clear that BellSouth had not provided all of the applicable business rules or edits necessary for efficient, effective ordering. In early September 1997, AT&T requested a meeting with BellSouth to identify the errors that were causing a significant percentage of AT&T's orders to be rejected by BellSouth's OSS. A meeting was held on September 9, 1997. During the meeting, BellSouth personnel pointed out errors in the AT&T orders that had led to the rejections.[105] At the end of this presentation, AT&T asked whether these were the only errors in the orders. The BellSouth representatives

[105] For example, BellSouth stated that the list section of several AT&T orders had improperly included commas, periods, or double spaces. Other orders included USOCs for features that were not available at a particular switch.

responded that they possibly were not, because format errors in the orders would also cause the orders to be rejected by LEO/LESOG; thus, only when the orders were resubmitted (with the errors described by BellSouth corrected) would AT&T know whether the orders complied with LEO/LESOG's formatting requirements.

174. The September 9th meeting marked the first occasion on which AT&T was advised that BellSouth had business rules specially governing data formatting in LEO/LESOG -- despite BellSouth's prior commitment to provide all business rules necessary for efficient order processing. Prior to the meeting, AT&T had not been advised of the existence of the LEO/LESOG formatting rules, but had assumed that the business rules and edits of LEO, LESOG, and SOER paralleled one another. Upon learning of the special rules at the meeting, AT&T requested that it be supplied with a list of the business rules for LEO, LESOG, and SOER, including editing rules and a list of all errors that will stop the processing of a service request. BellSouth agreed to provide that information.[106]

175. On September 15, 1997, purportedly pursuant to its commitment at the September 9th meeting, BellSouth transmitted to AT&T a list of five errors that will stop the

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[106] See letter from Margaret Garvin (BellSouth) to Pamela Nelson (AT&T), dated September 15, 1997 (Attachment 32 hereto). Although the minutes of the September 9th meeting separately prepared by AT&T and BellSouth differ in many respects, they at least agree that AT&T requested BellSouth's edit rules and BellSouth would submit to AT&T a list of the format errors on LEO that will stop the order flow process. See Attachments 33a and 33b hereto (minutes prepared by AT&T and BellSouth, respectively).

processing of a service request. See Attachment 34 hereto.[107] Although a few of these rules are helpful (and were not previously known by AT&T), they relate only to edits in LESOG. To this day, AT&T has not been provided with the other business rules promised by BellSouth.

176. In all likelihood, the failure of BellSouth to provide AT&T with all of its business rules, including rules regarding edit checks, has caused LEO, LESOG, and SOER to reject a significant number of AT&T orders. Without knowledge of these rules, AT&T will experience further rejection of its orders in the future, with corresponding delays in the provision of service to customers. In fact, without such knowledge it is likely that a significant number of orders rejected by LEO/LESOG data formatting checks and other BellSouth edit checks will ultimately be canceled altogether by BellSouth.

177. In addition, BellSouth advised AT&T that, effective October 1, 1997, any CLEC order that is rejected by BellSouth will be canceled if the error is not corrected within 10 business days. The ten-day period begins on the day when a rejection notice is sent to the CLEC, and will continue to run unless and until the order is resubmitted without the previous error. Thus, if an AT&T order is rejected for errors, it will be canceled altogether by BellSouth unless, within ten business days, AT&T somehow determines what the error is, and how to correct it. If AT&T resubmits the order again without making the necessary adjustments, the order will again

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[107] Three of the five "errors" described in BellSouth's transmission were pending service orders, accounts in final status, and Skeletal Records Only accounts -- which really are not "errors" at all. See Attachment 34 hereto.

be rejected -- and will have to be resubmitted. These problems could be avoided if AT&T was informed of BellSouth's business rules.[108]

178. Mr. Stacy recently asserted that BellSouth has provided business rules to the CLECs through the LEO Implementation Guide, the LENS Users Guide, and a TAFI Users Guide. In addition, he cites business rules distributed at a CLEC Workshop on October 30 and 31, 1997. Stacy S.C. Reply Aff., ¶ 65. These materials, however, are only part of the business rules that a CLEC needs. The LEO Implementation Guide, for example, is mostly a generic instruction on the requirements of the standard EDI interface as implemented by BellSouth to reflect only the limits of its EDI gateway. Contrary to Mr. Stacy's assertion, that guide does not contain all necessary formatting requirements "and the required USOCs/ordering codes and valid combinations that constitute business rules" -- as the examples described below demonstrate. Id.; Stacy OSS Aff., ¶ 139. It does not provide the business rules necessary to send error-free orders to BellSouth. It also does not reflect policies of BellSouth being applied to CLEC orders, or the limits and restrictions of the hardware of BellSouth's legacy systems.

179. Furthermore, the October 30-31 CLEC Workshop cited by Mr. Stacy

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[108] After advising AT&T in late September 1997 that the cancellation period would be limited to 10 business days, AT&T escalated the issue, and BellSouth agreed to maintain a 30-day period for the remainder of 1997. Even after BellSouth's agreement, however, BellSouth continued to apply the 10-day period. AT&T again escalated the issue on November 4, 1997. BellSouth replied on November 5 that it would correct the problem, which it attributed to errors by its service representatives. As of the date of the filing of BellSouth's application, the problem had not been corrected.

confirmed that BellSouth has failed to provide all necessary business rules. At the Workshop, BellSouth advised CLECs -- for the first time -- that there are 239 fatal error conditions in BellSouth's legacy systems that will cause an order to be rejected. BellSouth had never previously provided even such general information, despite repeated requests by AT&T over the last two years. Furthermore, BellSouth revealed that there are numerous non-fatal errors that will cause orders to fall out for manual processing. Even after BellSouth implements its "interim process" of electronic error notifications (thus moving edits from SOER to LEO and LESOG), 77 fatal errors, and all non-fatal errors, will be applied by SOER.

180. During the CLEC Workshop, AT&T requested BellSouth to provide a list of all SOER edits that BellSouth would move to LEO and LESOG as part of the "interim process." Although BellSouth promised to provide such data, to date it has not done so. Thus, AT&T still has not been given all of the edits, both fatal and non-fatal, that are applied by BellSouth's systems. Without such data, CLECs cannot build edits into their own systems to prevent the transmission of orders to BellSouth with errors; by contrast, BellSouth, having full knowledge of these errors, is able to avoid them. In short, even after the October 30-31 Workshop, BellSouth is far short of providing all of the business rules that AT&T needs for creating and processing orders efficiently and successfully.